

# PENDLETON COUNTY FISCAL COURT

May Term, May 26<sup>th</sup>, 2009

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean, Absent

Invocation was given by Squire Whaley, Pledge of Allegiance was led by Judge Bertram.

## In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Fogle, motion carried.

## In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, presented a written report from the Fiscal Court meeting of May 12, 2009 to the court. Squire Wells suggested that the minutes be changed to reflect the change of venue for the Caucus meetings from the Courthouse Community room to the Citizens Building at 135 W. Shelby Street. Squire Whaley made a motion to approve the minutes with the above change, seconded by Squire Fogle, motion carried.

## In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of April 2009 to the court at the May 12<sup>th</sup>, 2009 meeting. Squire Wells made a motion to accept the treasurer's report as presented, seconded by Squire Veirs, motion carried.

## In Re: Open Ambulance Service Bids

Two bids were received for Ambulance service for the upcoming year. The first bid was from Transcare of Kentucky with a bid of \$828,800 for Option I, and \$943,100 for Option II. Bid recorded as follows:

### PENDLETON COUNTY FISCAL COURT AMBULANCE BID SPECIFICATIONS

- A. Bidder shall have appropriate credentials and references as a qualified health care provider included in their bid proposal. This should include at least three years supervisory experience operating an Emergency Medical Service.
- B. COMMUNICATION  
Pendleton County Ambulances have access to central dispatching.
- C. TRANSPORTATION  
Pendleton County Fiscal Court provides two full time vehicles and a backup vehicle. Vehicles are maintained by the Pendleton County Fiscal Court and bidder should be prepared to apprise the Pendleton County Fiscal Court of any needs required to maintain the units to a sufficient level to pass state inspection requirements.
- D. SUPPLIES/EQUIPMENT/VEHICLES  
Consumable supplies and maintenance expenses shall be provided by the Pendleton County Fiscal Court. The bidder shall make all purchases for supplies and maintenance using the Fiscal Court's Purchase Order System. The Judge/Executive must sign the purchase order for all purchases over \$200.00. All vehicles will be leased to winning bidder for \$1.00 and insurance will be provided by bidder, including physical damage with \$1,000.00 deductible. Deductible will be the expense of the County in case of a loss. All vehicles and equipment shall be and continue to remain the property of the fiscal court. The fiscal court shall maintain all vehicles and equipment to the level required by law as a BLS unit when operated under Option I as outlined later in these bid specs. If and when the vehicles and equipment are needed to operate as an ALS unit as outlined in Option II later explained in these specs, the fiscal court will be responsible for such upgrades and continued maintenance.
- E. INSURANCE - Professional Liability      \$ 2,000.00      Option I  
Professional Liability      \$ 2,000.00      Option II  
Workers Compensation      \$ 72,100.00      Option I  
Workers Compensation      \$ 84,200.00      Option II  
Vehicle Insurance      \$ 7200.00      Option I or II

Provider is responsible for all insurance coverage including but not limited to: PROFESSIONAL LIABILITY at one million dollar minimum with a one million dollar Umbrella, and WORKERS COMPENSATION compliant with state law and regulations. Bidders shall provide statement of insurability, and prior to embarking upon service shall provide a copy of all policies listing Pendleton County as an additional protected insured for liability purposes and as the "loss payee" on the collision-comprehensive coverage.

F. HOUSING

Personnel quarters for four (4) staff shall be provided by the Pendleton County Fiscal Court on a 24 hour, 7 day per week basis. Housing for vehicles will also be the responsibility of the fiscal court. All ambulance personnel quarters and vehicle housing, owned by the county, shall be maintained and furnished by the fiscal court.

G. PERSONNEL

Option I \$ 693,000.<sup>00</sup>

1. Minimal requirement is for four KY Certified EMT's on duty 24 hours per day, seven days per week to staff ambulance 2901 and 2902.
2. Fringe benefits for employees are to include all applicable and mandated Federal, State, and local taxes including, but not limited to FICA, Medicare, Unemployment Insurance, etc. All fringe benefits shall be paid by the winning bidder.
3. Must present a list of employees available to appropriately staff the service.
4. Must list any pending possible litigation situations.
5. No employee shall be a "felony offender" as described by KRS 17.167.
6. All employees of any ambulance service provider must be NIMS compliant to the level required by Presidential Citation 5.

Option II \$ 795,000.<sup>00</sup>

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1. Minimal requirement is for four KY Certified EMT's on duty 24 hours per day, seven days per week to staff ambulance 2901 and 2902 for the period from midnight July 31, 2009 through midnight October 31, 2009.
2. Minimal requirement is for two KY Certified EMT's and two KY certified Para Medics on duty 24 hours per day, seven days per week to staff ambulance 2901 and 2902 for the period from midnight October 31, 2009 through midnight July 31, 2010, in order to operate as an ALS unit.
3. Fringe benefits for employees are to include all applicable and mandated Federal, State, and local taxes including, but not limited to FICA, Medicare, Unemployment Insurance, etc. All fringe benefits shall be paid by the winning bidder.
4. Must present a list of employees available to appropriately staff the service.
5. Must list any pending possible litigation situations.
6. No employee shall be a "felony offender" as described by KRS 17.167.
7. All employees of any ambulance service provider must be NIMS compliant to the level required by Presidential Citation.
8. Bidder shall be responsible for obtaining and completing all licenses required in order to upgrade the county's "certificate of need" to meet ALS specifications.
9. License and inspection fees shall be in the county's name and at the expense of the fiscal court.

Bidder may bid on Option I or Option II or both.

G. BILLING

Pendleton County Ambulance Runs are billed through an outside agency. Collection activities are implemented when appropriate. Funds received are property of the Pendleton County Fiscal Court. Provider shall provide the county's billing agent with all information necessary for billing of services provided.

H. QUALITY CONTROL/QUALITY ASSURANCE \$ 2,500.<sup>00</sup> Option I  
\$ 2,700.<sup>00</sup> Option II

1. Bidder to provide personnel with adequate and appropriate continuing education.

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2. Skill level performance review to be responsibility of the bidder.

I ADMINISTRATION \$ 52,000.<sup>00</sup> Option I  
\$ 52,000.<sup>00</sup> Option II

Bidder shall provide complete range of management functions to include, but not limited to:

1. Designated Coordinator
2. Personnel administration
3. Medical Director, Name Dr. Le and Address (See attached C.V.)  
Phone \_\_\_\_\_
4. Planning, organizing, and managing all service responsibilities

- J. The Pendleton County Fiscal Court reserves the right to delete or add any sub-sections as desired.
- K. Dollar amounts must be provided for each bid subset with in these bid specs individually and this document shall be used as a bid document.
- L. A list of references supporting abilities to perform as an ambulance service and to deal with both management issues and health care issues.
- M. Each blank of this Bid Specification document must be completed and submitted with bid.
- N. This bid shall encompass all provisions of a pending signed contract for a period of one year beginning at 12:01 AM August 1, 2009 through midnight July 31, 2010. The contract shall cover all aspects of this bid document, along with provisions for an escape clause should either party not fulfill the obligation of these bid specs or if the bidder does not provide adequate ambulance service.
- O. Successful bidder will be expected to sign a contract for the aforementioned period with additional routine provisions and conditions, including but not limited to the following:
1. Ambulance operation to comply with all aspects of state law and regulations and with all requirements of the bid specs.
- P. Bidder must adhere to any and all state and federal regulations pertaining to the providing of ambulance service.

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Total Bid Option I \$ 828,800.<sup>00</sup>

Total Bid Option II \$ 943,100.<sup>00</sup>

Bidder: TransCare of Kentucky, Inc. Company  
Judy Mattern, CEO Director/Owner

Address: 2122 Chambers Center Blvd  
Lanesville, Pa., KY 41017

Phone: 859-392-2806

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The second bid was from Pendleton County EMS with a bid of \$589,000 for option I and \$788,915 for Option II. Bid recorded as follows:

PENDLETON COUNTY FISCAL COURT  
AMBULANCE BID SPECIFICATIONS

- A. Bidder shall have appropriate credentials and references as a qualified health care provider included in their bid proposal. This should include at least three years supervisory experience operating an Emergency Medical Service.
- B. COMMUNICATION
- Pendleton County Ambulances have access to central dispatching.
- C. TRANSPORTATION
- Pendleton County Fiscal Court provides two full time vehicles and a backup vehicle. Vehicles are maintained by the Pendleton County Fiscal Court and bidder should be prepared to apprise the Pendleton County Fiscal Court of any needs required to maintain the units to a sufficient level to pass state inspection requirements.
- D. SUPPLIES/EQUIPMENT/VEHICLES
- Consumable supplies and maintenance expenses shall be provided by the Pendleton County Fiscal Court. The bidder shall make all purchases for supplies and maintenance using the Fiscal Court's Purchase Order System. The Judge/Executive must sign the purchase order for all purchases over \$200.00. All vehicles will be leased to winning bidder for \$1.00 and insurance will be provided by bidder, including physical damage with \$1,000.00 deductible. Deductible will be the expense of the County in case of a loss. All vehicles and equipment shall be and continue to remain the property of the fiscal court. The fiscal court shall maintain all vehicles and equipment to the level required by law as a BLS unit when operated under Option I as outlined later in these bid specs. If and when the vehicles and equipment are needed to operate as an ALS unit as outlined in Option II later explained in these specs, the fiscal court will be responsible for such upgrades and continued maintenance.
- E. INSURANCE - Professional Liability \$ 43,000. Option I
- Professional Liability \$ 48,500. Option II
- Workers Compensation \$ 42,350. Option I
- Workers Compensation \$ 54,500. Option II

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- Provider is responsible for all insurance coverage including but not limited to: PROFESSIONAL LIABILITY at one million dollar minimum with a one million dollar Umbrella, and WORKERS COMPENSATION compliant with state law and regulations. Bidders shall provide statement of insurability, and prior to embarking upon service shall provide a copy of all policies listing Pendleton County as an additional protected insured for liability purposes and as the "loss payee" on the collision-comprehensive coverage.
- F. HOUSING
- Personnel quarters for four (4) staff shall be provided by the Pendleton County Fiscal Court on a 24 hour, 7 day per week basis. Housing for vehicles will also be the responsibility of the fiscal court. All ambulance personnel quarters and vehicle housing, owned by the county, shall be maintained and furnished by the fiscal court.
- G. PERSONNEL
- Option I \$ 479,150.
- Minimal requirement is for four KY Certified EMT's on duty 24 hours per day, seven days per week to staff ambulance 2901 and 2902.
  - Fringe benefits for employees are to include all applicable and mandated Federal, State, and local taxes including, but not limited to FICA, Medicare, Unemployment Insurance, etc. All fringe benefits shall be paid by the winning bidder.
  - Must present a list of employees available to appropriately staff the service.
  - Must list any pending possible litigation situations. \* No Pending Litigation Situations
  - No employee shall be a "felony offender" as described by KRS 17.167.
  - All employees of any ambulance service provider must be NIMS compliant to the level required by Presidential Citation 5.
- Option II \$ 645,915.

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- \* No Pending Litigation  
by KRS 17.167. Situations

G. BILLING

H. QUALITY CONTROL/QUALITY ASSURANCE \$ 3,500. Option I  
\$ 11,000. Option II

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- |   |                |                   |           |
|---|----------------|-------------------|-----------|
| I | ADMINISTRATION | \$ <u>21,000.</u> | Option I  |
|   |                | \$ <u>29,000.</u> | Option II |

1. Designated Coordinator
2. Personnel administration
3. Medical Director, Name Dr. John Smith and Address 85 N. Grand Ave.  
Et. Thomas, KY. 41025 Phone 859-572-3617
4. Planning, organizing, and managing all service responsibilities

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Total Bid Option I \$ 589,000.

Total Bid Option II \$ 788,915.

Bidder: Pendleton Co. EMS, Inc. Company  
Phillip Hart Director/Owner  
Address: P.O. Box 10  
Falmouth, KY 41040  
Phone: 859-391-9813

*Phillip Hart  
5-26-09*

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Pendleton County EMS was the apparent low bidder, the county attorney will need to check all bid information for completeness. Final determination will be made at the next regular fiscal court meeting. No action taken.

#### In Re: Open Road Construction Oil Bids

One bid was received for road oil for the upcoming year. Marathon Petroleum Company, LLC was the sole bidder. Squire Wells made a motion to accept the bid, seconded by Squire Veirs, motion carried.



#### **Marathon Petroleum Company LLC**

11001 Brower Road  
North Bend, OH 45052-0755  
Telephone 513/941-4400  
FAX 513/941-4274

May 26, 2009

#### **RE: Pendleton County Emulsion Bid**

The Honorable Judge Henry W. Bertram  
Pendleton County Judge/Executive  
233 Main Street, Room 4  
Falmouth, KY 41040

Dear Judge Bertram,

It is my pleasure on behalf of Marathon Petroleum Company to submit for your consideration and approval a bid for Road Oil for the Pendleton County Road Department.

<u>Product</u>	<u>Delivered Price to Pendleton County</u>
RS-2	\$ 1.6470 per gallon
SS-1H	\$ 1.6470 per gallon
AE-200	\$ 1.8970 per gallon ( <i>delivered from Louisville, KY</i> )

All of the above materials meet or exceed the Kentucky Department of Transportation Specifications for Road & Bridge Construction (current addition). Certifications shall be supplied upon request.

All prices are quoted on a per gallon basis delivered to Pendleton County in full transport quantities as directed by the Pendleton County Road Superintendent. These prices are firm for the period of the bid.

Orders for all products should be placed by calling the North Bend terminal at (513) 941-4400 Ext. 222. To order AE-200, please call the Louisville terminal at (502) 937-0121.

We look forward to working with Pendleton County, in addition to providing your county with high quality road oil products and services.

Sincerely,

Ben Hannah  
Territory Manager  
Marathon Petroleum Company, LLC

## SPECIFICATIONS

### Emulsion Bid

Product	Delivered Price to Pendleton County
RS-2	\$ 1.6475 per gallon
SS-1H	\$ 1.6475 per gallon
AE-200	\$ 1.8775 per gallon

All of the above materials should meet or exceed the Kentucky Department of Transportation Specifications for Road & Bridge Construction (current addition). Certifications shall be supplied upon request.

All prices are to be quoted on a per gallon basis delivered to Pendleton County in transport quantities as directed by the Pendleton County Road Supervisor. The prices are firm for the period of the bid from date of bid opening until November 31, 2009.

### In Re: Petition from residents on Ruth Court and Ashley Lane requesting creation of Special Taxing District

Steven Foster brought a petition for formation of Subdivision Road District to the fiscal court. No action taken at this time. Petition recorded as follows:

#### PETITION FOR FORMATION OF SUBDIVISION ROAD DISTRICT

#### TO THE PENDLETON COUNTY FISCAL COURT

1. The following registered voters of Pendleton County, Kentucky, hereby petition the Fiscal Court to form a Subdivision Road District which shall have the authority to impose a special ad valorem tax of (amount not to exceed .10 cents) on each \$100.00 One Hundred dollars worth of property assessed for local taxation in the district, for the following reason : In order to provide revenue for repair, maintenance and upkeep of Ashley Lane and Ruth Court in Pendleton County, Kentucky.
2. This Subdivision Road District is to be created and operated under KRS 179.700-735
3. The present population of the area of the district is : approx 60 persons
4. the density of population is as follows : approx 60 person per Sq. Mile
5. the projected growth of the area is as follows : 9 more homes
6. The assessed valuation of the property within the proposed Road District is: \$2,482,600.00
7. The area to be served by the proposed Road District is as described as follows: Being lots Fourteen (14) through Forty Six (46) known as Resubdivision of Lot Six (6) and Lot Twelve (12) of Harolds Happy Homestead, as Depicted in the Plat and Plan Therof, Prepared by Cahill Surveyors, Inc. , Registered Land Surveyors of P.O. Box 377, Dry Ridge, Kentucky 41035, Filed on April 30<sup>th</sup>, 1999 at Plat Cabinet 1, slide 164

Pendleton County Clerks Office, and including all streets as laid out in the in the plat and plan

8. It is anticipated that the service in area will begin August 1<sup>st</sup> 2009

The proposed service is the

improvement of Ruth court and Ashley Lane to the extent that they become passable at all times by means of common passenger automobiles, and the maintenance of said roads in that condition.

The projected effect of providing this service on the social and economic growth of the area is as follows : The eventual building of possibly 9 more homes that will increase the property taxes paid to the County, as well as possible payroll taxes if those new residents were to be employed in the County.

The projected growth in service demand or need is as follows : As stated above, the addition of 9 possible homes using the roads.

5. The three year projection of cost versus revenue of the proposed Road District is as follows:

3 Year projected revenue \$7,500

3 Year projected dispersment \$7,500

6. Services to be provided by this proposed Road District are not provided by Pendleton County nor any other governmental entity in Pendleton County, Kentucky. And are not otherwise available in said County.

Attached are the Names and Signatures of those petitioning this Honorable Fiscal Court for the creation of the aforementioned Road District

Signature	Address of Signer	Date Signed
<u>Steven D. Frazier</u>	<u>333 Ruth Ct Falmouth Ky 41040</u>	<u>May 14th 2009</u>
<u>Victoria A. Fader</u>	<u>333 Ruth Ct. Falmouth, Ky. 41040</u>	<u>5/14/09</u>
<u>Thomas A. Fader</u>	<u>333 Ruth Ct Falmouth, Ky 41040</u>	<u>5/14/09</u>
<u>Collyanna Ray</u>	<u>377 Ruth's Court Falmouth Ky</u>	<u>5-14-09</u>
<u>Erin Rutter</u>	<u>377 Ruth's Court Falmouth KY</u>	<u>5/14/09</u>
<u>Nick W. Le</u>	<u>463 Ruth's Court Falmouth Ky</u>	<u>5/14/09</u>
<u>Lydia Bergman</u>	<u>394 Ruth's Court Falmouth Ky</u>	<u>5/14/09</u>
<u>John Bergman Jr</u>	<u>394 Ruth's Ct Falmouth Ky</u>	<u>5-14-09</u>
<u>Jessie Bergman</u>	<u>394 Ruth's Ct Falmouth, KY 41040</u>	<u>5/14/09</u>
<u>Joe Stup</u>	<u>445 Ruth's Ct Falmouth Ky 41040</u>	<u>5-14-09</u>
<u>Johnny Stewart</u>	<u>174 Ruth's Ct. Falmouth Ky. 41040</u>	<u>5-14-09</u>
<u>Jerry Cain</u>	<u>90 Ruth Ct Falmouth Ky 41040</u>	<u>5-14-09</u>
<u>Jerry Carpenter</u>	<u>100 Ashley Ave Falmouth KY 41040</u>	<u>5-14-09</u>
<u>Journeal Carpenter</u>	<u>100 Ashley Ave Falmouth, Ky. 41040</u>	<u>5/14/09</u>
<u>Isiah White</u>	<u>93 Ashley Ave Falmouth Ky 41040</u>	<u>5-14-09</u>



Signature	Address of Signer	Date Signed
Paul Bowman	716 Ashley Ave Falmouth Ky	5/14/09
Ray Alley	54 Ashley Lane Falmouth Ky	5/14/09
Don Webb	173 Ruth's Ct. Falmouth Ky	5/14/09
Donley Webb	173 Ruth's Ct. Falmouth Ky	5/14/09
Karen Hobday	151 Ruth's Ct. Falmouth Ky	5-14-09
Barry Dennis	296 Ruth's Ct Falmouth Ky	5-14-09
Dawn Dennis	296 Ruth's Ct Falmouth Ky	5-14-09
David Morris	314 Ruth's Ct. Falmouth Ky	5-14-09
Karla Mc	314 Ruth's Ct. Falmouth Ky	5-14-09
Megan Johnson	340 Ruth's Ct. Falmouth Ky	5-14-09
Andrew J. Johnson	340 Ruth's Ct. Falmouth Ky	5-14-09
Peggy Styer	445 Ruth's Ct Falmouth Ky	5-17-09
Karen Price	90 Ruth's Ct Falmouth Ky	5-17-09
Tracie Polley	54 Ashley Lane Falmouth Ky	5-17-09
Mary L. Polley	54 Ashley Lane Falmouth Ky	5-17-09
Kalinda Jett	333 RUTHS CT FALMOUTH KY	5-17-09

#### In Re: Butler Community Fire Department Presentation (First Responder Unit)

Frank Uchtmann came before the court with a request to change protocol for dispatching the Butler Community Fire Department First Responders. 911 Director Mike Moore will check current protocol. Squire Wells suggested that County Attorney Jeff Dean check this agreement for any and all liability issues involving the county. No Action was taken.

Butler First Response

Subject: Butler First Response  
 From: Frank Uchtmann <butlerfire2775@yahoo.com>  
 Date: Mon, 4 May 2009 06:26:25 -0700 (PDT)  
 To: Henry Bertram <Pendjud@fuse.net>  
 CC: Randy Brossart <butler.chief2750@yahoo.com>

Henry this is just a reminder that you invited us to your county meeting on Wednesday May 6, 2009 to present our request to provide medical first response in our fire territory again. I gave you a copy of the proposed contract I had written up and would like to know your feelings on it and if you agree with everything before Wednesday if you get a chance to respond to this before then.

Thank you,

Frank Uchtmann  
 Unit 2775  
 Butler & Community Fire Department  
 Phone: 859-496-3382  
 Direct Connect: 137\*130\*94

No virus found in this incoming message.  
 Checked by AVG - [www.avg.com](http://www.avg.com)  
 Version: 8.5.320 / Virus Database: 270.12.17/2009 - Release Date: 05/04/09 06:00:00

**Memorandum of Understanding (MOU) and Agreement of Coordination  
(AOC)**

**MUTUAL AID AGREEMENT BETWEEN  
PENDLETON COUNTY AMBULANCE SERVICE  
AND  
BUTLER AND COMMUNITY VOLUNTEER FIRE DEPARTMENT  
A FIRST RESPONDER AGENCY  
OPERATING WITHIN THE SERVICE AREA OF  
PENDLETON COUNTY KENTUCKY  
FOR THE  
CONDUCT AND COORDINATION  
OF AN  
EMERGENCY MEDICAL FIRST RESPONDER PROGRAM**

*Now  
Emit  
Trained  
6 EMTs*

This Agreement and Statement of Policies and Procedures is negotiated by and between the parties to organize and coordinate the effective provision of emergency medical care and first responder services.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Butler and Community Volunteer Fire Department, a fire department located in Butler, Pendleton County, Kentucky, referred to as "First Responder Service," and Pendleton County Ambulance Service, hereinafter referred to as "Primary EMS Provider," for Pendleton County, Kentucky. The Pendleton County Ambulance Service is currently licensed by the Commonwealth of Kentucky to provide Class 1 ambulance service to the citizens in Butler and Community Volunteer Fire Department's first due area. The Fire Department desires to provide first response to medical emergencies in their first due area. In order to provide for the coordinated delivery of emergency medical services, and the orderly transfer of patients to the ambulance service upon their arrival, the Ambulance Service and the Fire Department do hereby agree to the terms set forth in this mutual aid agreement. Said Agreement is required by the Commonwealth's licensing agency for Basic and Advanced Life Support Ground Ambulance providers. The terms of this Agreement are as follows:

**WITNESSETH:**

WHEREAS, the parties hereto desire to enter into this Agreement for adoption of a Basic Life Support First Responder Service in the Butler and Community Volunteer Fire Department's first due response area or when requested by the Primary EMS Provider; and

WHEREAS, this Agreement has been negotiated by and between the parties hereto to organize and coordinate the effective provision of emergency medical care and rescue services; and

WHEREAS, the purpose of this Agreement is to assure rapid response to the persons in need of emergency medical assistance within the Butler and Community Volunteer Fire Department's area in Pendleton County; and

WHEREAS, the Primary EMS Provider is a licensed ambulance service classified as Primary EMS Provider, for the county it serves and is a coordinator of First Responder Services within the Primary EMS Providers Service area; and the First Responders First Due area; and

WHEREAS, Butler and Community Volunteer Fire Department, as a fire department, is a legally recognized organization or service sanctioned to perform emergency response, fire fighting, rescue, and basic first aid and medical functions;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained and other good and valuable consideration, receipt of which is acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows:

**1. RESPONSE**

First Responder Service, through the Butler and Community Volunteer Fire Department, will provide First Responder Services within the Butler and Community Volunteer Fire Department's First Due Area twenty-four (24) hours a day, seven (7) days per week, and said First Responder Service shall notify the appropriate County 911 Communications Center, as the dispatching agency, within three (3) minutes of the initial call of any requested response in which First Responder Service is not able to respond to a medical incident.

First Responder Service shall respond when dispatched, within the Butler and Community Volunteer Fire Department's first due area, to the scene of motor vehicle accidents and to requests for emergency medical services. First Responder Service shall respond when dispatched to the scene of motor vehicle accidents and to requests for emergency medical services anywhere they may be needed in Pendleton County as requested by Primary EMS Provider or County 911 Communications Center.

**2. VEHICLE AUTHORIZATION**

The First Responder Service will designate specific vehicles for emergency medical care and will provide unit number identification for all units engaged in providing emergency medical responses to the Primary EMS Provider and 911 Communications Center.

**3. ON-SCENE ACTIONS**

Whenever the vehicles and response units within the service area are insufficient to render the services required, additional resources may be sought from neighboring services to provide for emergency response.

Upon arrival at the scene, First Responder Service units shall be parked to minimize obstruction and to enhance access to the patient by the ambulance unit. First Responder Service may assist in removing needed equipment from the ambulance. If requested by the Primary EMS Provider personnel, First Responder Service personnel may accompany the crew and support patient care. In situations demanding response to the scene of violence or criminal activity, First Responder and EMS units shall coordinate adequate law enforcement presence at the scene prior to or at the time of arrival.

**4. PATIENT SURVEYS AND MEDICAL CARE**

The First Responder Service will, upon arrival at the scene, conduct an initial patient primary and secondary survey. This will be conveyed directly to the responding Ambulance unit or through the 911 Communications Center. The First Responder Service will brief the Ambulance crew upon their arrival regarding the nature of the patient presentation. First Responders will record the patient's name, age, chief complaint, vital signs, medical history, current medications, and further relevant medical information to give to the Ambulance crew.

**5. CERTIFICATION OF PERSONNEL**

First Responder Service shall provide a member on each response who is certified to meet the standards as a First Responder, Emergency Medical Technician or EMT-Paramedic in Kentucky.

The First Responder Service will maintain member training as a minimum at the First Responder level as described by the Kentucky Board of Emergency Medical Services. The First

Responder Service will maintain member personnel files that contain current evidence of member certifications, in-service training documentation, and health records. The First Responder Service will provide the Primary EMS Provider with a complete and current roster of personnel certified to provide emergency medical care and further agree to supply the Primary EMS Provider an updated roster each time it is published. Copies of member state medical certifications will be supplied to the Primary EMS Provider and updated and member certifications change.

#### 6. MEDICAL EQUIPMENT

First Responder Service shall provide minimum equipment and supplies as shall be required by 202 KAR 7:501, Kentucky Board of Emergency Medical Service relating to First Responder Services, and as may be specified by Primary EMS Provider and Medical Director to the Primary EMS Provider and Medical Director of First Responder Service. Each party shall attempt to recover and secure equipment for return to the appropriate service either at the scene or upon the patient's arrival at the medical facility.

#### 7. COMMUNICATIONS

Upon receipt of a report of an emergency within the Butler and Community Volunteer Fire Department's first due response area and pursuant to the provisions of this agreement, the County 911 Communications Center shall notify Butler and Community Volunteer Fire Department via current protocols and is to be toned out as "2700 First Response." Said dispatcher shall provide appropriate directions to the scene. After notification from the County 911 Communications Center, First Responder Service shall proceed immediately to the scene of the emergency.

Two-way radio communications will be maintained between First Responder Service and the Primary EMS Provider on the Butler and Community Volunteer Fire Department's radio frequency. All radio communications shall be in "plain english" in accordance with National Incident Management System (NIMS) standards. The County 911 Communications Center shall record times of receipt of call, dispatch, enroute, arrival on scene and return-to-service.

Upon arrival of the First Response Unit at the scene, the unit shall notify EMS personnel to verify:

- A: The number of patients.
- B: The nature of the emergency and severity of the situation.
- C: The need for rescue and additional resources.
- D: Report of any on-scene hazards.

If a call appears to be a false call or an accident without personal injuries, First Responder Service shall notify the appropriate responding agency through the County 911 Communications Center. The County 911 Communications Center or Primary EMS Provider shall make the decision to terminate ambulance response.

At the scene of fatalities or upon any delay at the scene of a possible dead-on-arrival where resuscitative effort may not be initiated, First Responder Service shall notify the County 911 Communications Center, await arrival of the Primary EMS Provider, and secure the scene following orders of the law enforcement officer, coronor, or medical examiner investigator.

First Responder Service shall not respond to calls for medical assistance unless an ambulance is also dispatched. Should the First Response Unit become aware of the need for assistance prior to being dispatched, they should advise the County 911 Communications Center immediately.

#### 8. RECORDS

The following information shall be recorded on each incident, to be retained in the service

log or file:

- A: Date.
- B: Time of Arrival
- C: Locations
- D: Type of Incident
- E: Name of First Responder Service's personnel who provided patient care.

A patient care report shall be completed on each incident. A copy of the report shall be provided to the Ambulance personnel. Any information obtained from medication bottles, medical alert tags, or witnesses to the incident shall be referred to the Ambulance crew. Where CPR is initiated or bystander CPR has been performed, the personnel should attempt to record the names of rescuers who had patient contact.

A monthly summary report detailing the number and types of incidents and average maximum response times should be posted and filed at the First Responder Service's station and with the Primary EMS Provider.

All patient information is confidential and shall not be released in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) except between parties to this Agreement and/or authorized by the HIPAA.

#### 9. INCIDENT COMMAND

It is understood and agreed by the parties hereto that the National Incident Management System (NIMS) and Incident Command will be used on all emergency scenes. In accordance with recognized "Unified Command" procedures, the Primary EMS Provider shall be in charge of medical command on any emergency scene where patient care is being rendered and shall be responsible for treatment of patients. The First Responder Service, through the Fire Chief of Butler and Community Volunteer Fire Department or his designated person, shall have control of the scene command with respect to, but not limited to, incident mitigation, managing traffic, scene safety, and safe access to the scene.

#### 10. IN-SERVICE EDUCATION

An in-service education program will be established by the First Responder Service for the continuing education and update of its members. The First Responder in-service program will be a working program and not merely an action plan. The Primary EMS Provider will assist in the First Responder's in-service program for quality and compliance and offer assistance in securing speakers, video training materials, and related educational adjuncts for the First Responder Service. The Primary EMS Provider will encourage members of the First Responder Service to ride with the Primary EMS Provider from time to time to help in the development of their skills and afford EMTs the opportunity to extend patient care skills throughout the transport of the patient.

#### 12. QUALITY ASSURANCE PROGRAM AND ANNUAL AUDIT

To effect Quality Improvement and Competency standards, the Primary EMS Provider and/or field supervisor may respond to calls for the purpose of evaluating responder skill levels. The evaluation of medical first responders is used to determine the need for training and improve deficiencies in skill levels in providing quality patient care.

The parties hereto agree that the parties will abide by the medical direction and protocols and/or standing orders of the medical directors.

#### 14. TERMS AND AGREEMENT

Either party may terminate this Agreement upon 60 days written notice to the other party

2.

and the Pendleton County Fiscal Court. The parties hereto agree that this is the complete and entire Agreement between the parties, and this Agreement may not be amended except in writing signed by both parties.

This Agreement is by and between two independent agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee or association.

Violation of any terms within the articles of agreement shall be grounds for suspension until such violations have been corrected. Alleged violations of state law or rules shall be reported.

The parties shall not assign any rights or duties under this Agreement to a third party without the written consent of both parties.

This agreement shall be effective when signed by officers of the parties and approved by the Pendleton Fiscal Court.

This Agreement will begin \_\_\_\_\_ and continue in force until amended or withdrawn by either party.

In witness Whereof, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_.

**FIRST RESPONDER SERVICE**  
Butler and Community Volunteer Fire Department

By: \_\_\_\_\_  
Randy Brossart  
Chief  
Butler & Community Volunteer Fire Department

**PRIMARY EMS PROVIDER**  
Pendleton County Ambulance Service

By: \_\_\_\_\_  
Phillip Hart  
Chief  
Pendleton County Ambulance Service

**PENDLETON COUNTY FISCAL COURT**

By: \_\_\_\_\_  
Henry Bertram  
Judge Executive  
Pendleton County Fiscal Court

OFFICE OF RANDY BROSSART, CHIEF  
BUTLER & COMMUNITY V.F.D.  
P.O. BOX 75  
BUTLER, KENTUCKY 41006  
(859) 472-2703

May 26, 2009

TO: Pendleton County Emergency Operations Center

RE: Protocol for dispatching Butler & Community V.F.D. First Response Unit

Butler & Community V.F.D. will be adding EMS First Response to the services provided in their first due area. Whenever a call for EMS is originated in Butler & Community V.F.D.'s first due area the Pendleton County Emergency Operations Center is to dispatch the Butler & Community V.F.D.'s First Response Unit. The Butler & Community V.F.D. First Response Unit shall be dispatched simultaneously with the dispatching of a transport capable ambulance.

This procedure was written by the Chief of Butler & Community V.F.D. A signed copy of this procedure will be given to Northern Pendleton Fire District, Falmouth Fire Department, Pendleton County Search and Rescue and Pendleton County Ambulance for their information.

The following is the procedure for dispatching First Response Units in Butler & Community V.F.D.'s first due area. This procedure is to be followed by the Emergency Operations Center and can only be overridden by the Fire Chief or Senior available Officer of the Butler & Community V.F.D.

The call sign for Butler & Community V.F.D.'s First Response Unit shall be "2700 First Response."

DISPATCH PROTOCOL

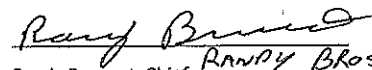
MEDICAL & TRAUMATIC EMERGENCIES- 2700 First Response

ACCIDENTS- 2700 First Response and 2705

CARDIAC ARREST- 2700 First Response and 2735

MAN DOWN/UNRESPONSIVE- 2700 First Response and 2735

This protocol shall take effect on the 26 day of MAY, 2009.

  
Randy Brossart, Chief  
Butler & Community V.F.D. *RANDY BROSSART*

In Re: Blacktop Program 2009

Discussion was held regarding blacktopping of county road for Fiscal Year 2009. Magistrates should give the list of roads to Tim Antrobus, road supervisor.

This was informational only, no action taken.

In Re: Mack Truck Decision

Discussion was held regarding the Mack truck. If the contract matches the stipulations set out in the email that Judge Bertram received from Jim Dotson the county will keep the truck until June 2010, providing KACo will extend the lease.

Squire Whaley made a motion to approve keeping the mack truck for another year providing the contract matches the stipulations as set out in the email, seconded by Squire Fogle, motion carried.

FW: (no subject)

**Subject:** FW: (no subject)  
**From:** "Jim Dotson" <jim.dotson@thetruckpeople.com>  
**Date:** Thu, 21 May 2009 16:20:05 -0400  
**To:** "Henry Bertram" <pendjud@fuse.net>

JUDGE, HERE IS THE INFO THAT YOU REQUESTED IF YOU NEED ANYTHING ELSE PLEASE LET ME KNOW

THANKS

JIM D

---

**From:** JGray48140@aol.com [mailto:JGray48140@aol.com]  
**Sent:** Tuesday, May 19, 2009 4:05 PM  
**To:** jim.dotson@thetruckpeople.com  
**Subject:** Re: (no subject)

Jim,

After reviewing all the available information to me I have arrived at what I think is a very attractive deal for the county. We will allow a minimum guarantee of 84% of the original purchase price of \$102,985 or a net of \$86,507.00 provided they are willing to sell these trucks at one of our springs sales in 2010.

Thanks

JD Gray  
Vice President  
JM Wood Auction CO., Inc.

In a message dated 5/19/2009 2:20:54 P.M. Central Daylight Time, jim.dotson@thetruckpeople.com writes:

JD,

HERE IS ONE THAT I NEED TO GET TO THEM BEFORE SOME TIME WED. MORNING IF POSSIBLE. JUDGE BERTRAM FROM PENDLETON COUNTY JUST CALLED AND SAID THEY NEED THE IN FOR A WORK SESSION ON WED. SORRY FOR THE DELAY BUT WAS OUT YESTERDAY AND HAD A COUNCIL MEETING THIS MORNING. BELOW IS THE INFO.

PENDLETON COUNTY FISCAL COURT  
JUDGE BERTRAM  
233 MAIN STREET RM 4  
PALMOUTH KY 41040

2009 MACK GU713  
TRI AXLE  
405  
T310M  
18  
44

1 of 2

5/22/2009 8:28 AM

FW: (no subject)

385 FRONT ALUM  
22.5 REAR STEEL  
WHITE  
16 FT DUMP  
48,56  
TARP  
BLACK

PAID 102,985.00

Thanks,

**Jim Dotson**  
Worldwide Equipment Municipal Sales  
800-879-3039 Toll Free  
859-797-1434 Cell  
859-253-4639 Fax

PLEASE NOTE MY EMAIL ADDRESS HAS CHANGED

jim.dotson@thetruckpeople.com



---

Recession-proof vacation ideas. Find free things to do in the U.S.

---

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.339 / Virus Database: 270.12.36/2126 - Release Date: 05/21/09 06:22:00

2 of 2

5/22/2009 8:28 AM

### In Re: Criteria for Use of EOC One Call System

Judge Bertram presented the court with a copy of a resolution regarding the uses of the One Call System for county information. After discussion it was suggested that item 6 "99 Group assignments are available" be taken out under A. Group Call.

Squire Wells made a motion to approve the resolution with the above change, seconded by Squire Veirs, motion carried.

## PENDLETON COUNTY FISCAL COURT RESOLUTION \_\_\_\_\_

A resolution of and by the Pendleton County Fiscal Court where by the fiscal court and emergency management have place criteria on how, when and for what purpose the Pendleton County OneCall Now Notification system shall be used throughout the county.

Whereas, many people on throughout the county would like to use the one call now system for various forms of providing information, and

Whereas, the main purpose of this system is to provide information related to emergencies that take place throughout the county, and

Whereas, the fiscal court feels that unnecessary use of this system may result in many citizens intentionally avoiding critical information, and

Whereas, the Fiscal Court feels that specific criteria should be used in providing a OneCall Now.

Now Therefore Be It Resolved, that the Pendleton County Fiscal Court establishes the following criteria to be used by emergency management and 911 dispatch for the use of the OneCall Now System:

### PENDLETON COUNTY ONECALL NOTIFICATION SYSTEM

The Pendleton County OneCal Notification System consists of two distinct subdivisions. One is designated *Group Call* and the other, *Emergency Notification*. The system is managed by the Pendleton County Emergency Manager with ultimate authority provided by the Fiscal Court. Below are descriptions and criteria for each.

#### A. Group Call

The primary use of Group Call is to disseminate information to a pre-designated group of individuals such as Fire Departments, Fiscal Court members, Recreational Groups, Boards, Commissions, and a variety of others with a common purpose. The group has designated messengers or leaders that are authorized to access the OneCall system, record messages and activate the system to call all other group members. Criteria for the Group Call follows:

1. Group members voluntarily provide contact numbers
2. Group Leaders are designated and then assigned PIN numbers to access the system
3. Group Leader PIN numbers allow access to only their designated Group
4. Group messages are unlimited
5. Group messages can be announcements, informational, emergency and non-emergency
6. 99 Group assignments are available

- 
7. Assignments will be made to governmental and governmental associated organizations, emergency services, and others that provide a public service.
  8. The Pendleton County Emergency Manager determines the need for a Call Group and authorizes Group Assignments. Ultimate authority is provided by the Fiscal Court.

#### B. Emergency Notification

The primary use of Emergency Notification is to disseminate messages pertaining to emergencies and the health, safety, and welfare of Pendleton County residents and businesses. The Emergency Notification system will be used to provide instructions and information to all or a portion of the population that are being affected by a perceived, emerging, or imminent emergency event. Frequent, non-emergency use of this system might compromise its effectiveness in a serious emergency situation.

1. An "Emergency" is defined as a situation that poses an immediate threat to the health and safety of someone in the county or significantly disrupts the activities of county government and /or its citizens and businesses.
2. Events considered emergencies and threats to health, safety and welfare include but are not limited to fires, flooding, missing persons, road closure, criminal activity, public health threat, safety messages for a specific area, dam breaks, severe weather, snow/ice emergencies, tornadoes, terrorism threats, chemical spills, gas leaks, HAZMAT emergencies, hostage situations, evacuation information, shelter in place instructions, prisoner escape warning, drinking water alerts, utility outages, incidents where rapid and accurate notification is essential for public safety and other events as determined by the Pendleton County Emergency Manager.
3. The County may also choose to use the service to disseminate non-emergency messages deemed to be of interest to its citizens. The non-emergency message must meet the following criteria:
  - a. Due to the fact that the County is contractually limited to a specific number of non emergency calls per year, the message must apply to the majority of residents and businesses located in the targeted area of the county
  - b. The request for non emergency messages must be in writing
  - c. The written request must include justification for the message
  - d. The written request must explain how it applies to the majority of the businesses and residents in the target area
  - e. The written request must include the exact wording of the message
  - f. The request must include a recommendation from the Emergency Manager
  - g. The request must be approved by the Pendleton County Fiscal Court

4. Cell phone numbers are typically released by residents for use in "emergency" notifications only. To every extent possible, these numbers will not be included in a non-emergency message.

This Resolution shall be in full force and effective immediately upon its adoption.

Adopted Date: \_\_\_\_\_

HENRY W. BERTRAM  
PENDLETON COUNTY JUDGE EXECUTIVE

ATTEST:

PENDLETON COUNTY FISCAL COURT CLERK

### **In Re: Approve Surge Trailer Contract with Three Rivers Health District**

Judge Bertram presented the court with a copy of a Memorandum of Agreement Between Three Rivers Health District and Pendleton County Emergency Management Agency regarding storage and deployment of equipment purchased with grant funds for the purpose of preparation, response intervention and management needs in building an enhanced and sustainable capacity to prevent, respond to, and recover from public health emergencies.

Squire Whaley made a motion to approve the MOA as presented, seconded by Squire Fogle, motion carried.

#### **MEMORANDUM OF AGREEMENT BETWEEN Three Rivers Health District (NKIDHD) AND Pendleton County Emergency Management Agency**

This agreement is entered into this 1st day of May, 2009 by and between the Three Rivers Health District and Pendleton County Emergency Management.

#### **RECITALS**

The Three Rivers Health District has received grant funds for the purpose of preparation, response intervention and management needs in building an enhanced and sustainable capacity to prevent, respond to, and recover from public health emergencies.

The goal of the Three Rivers Health District and Pendleton County is to develop a coordinated mutual aid response that will enable their jurisdictions to appropriately respond to and minimize the effects of a public health emergency.

Equipment purchased with the grant funds will be deployed in this effort, in a manner that will enable the Three Rivers Health District and Pendleton County to achieve its operational goals.

The purpose of this agreement is to institutionalize ownership, maintenance, storage locations, and deployment procedures.



**AGREEMENT**

**I. Terms**

This agreement is being entered into to establish responsibilities for the medical surge equipment being located in Pendleton County in order to facilitate insurance, maintenance, replacement, resupply, and other audit and accountability considerations, mandated by both State of Kentucky and Federal laws and directives.

The Three Rivers Health District will establish ownership including if applicable State of Kentucky title documentation, provide tags and insurance, and be responsible for all maintenance costs.

The Three Rivers Health District shall be responsible for the rotation of medical supplies, re-supply of medical supplies left to expire, and re-supply following deployment.

Pendleton County Emergency Management shall provide a secure storage location for the equipment to include an on-going electrical source, provide routine trailer preventive maintenance, and be responsible for deployment of the equipment to an exercise/incident location or maintenance location as directed by the Three Rivers Health District.

**I. Security/Storage Location**

Pendleton County Emergency Management will provide a secure location for storage of the medical surge assets. The storage site at a minimum shall include security fencing, lighting, and an on-going electrical source. It is preferred that the trailer be stored in a secure building. The trailer shall be locked at all times. Should there be a need to relocate the medical surge trailer Pendleton County Emergency Management shall contact the Three Rivers Health District prior to relocation.

The trailer will be initially stored at the Pendleton County Emergency Operations Center and moved to the old County Garage when facility maintenance has been completed.

**III. Maintenance**

It is the responsibility of the Three Rivers Health District to fully maintain the equipment. The equipment must be maintained in good working order and accordance with the manufacturer's specifications. Pendleton County Emergency Management shall identify any needed repairs to the equipment prior to any repairs being made.

**IV. Risk of Loss**

The Three Rivers Health District shall purchase sufficient insurance to protect against such loss or damage. Insurance shall cover all damage to trailer including but not limited to, theft and vandalism. Trailer shall be covered by insurance whether in tow or parked and Pendleton County EM personnel shall be authorized to tow when directed by Three Rivers District Health Department.

**V. Inspection of Equipment**

Pendleton County Emergency Management shall permit inspection of the equipment upon reasonable notice by the Three Rivers Health District.

**VI. Improper Use of Equipment**

Equipment not properly used or properly maintained may be reassigned by the Three Rivers Health District.

**VII. Default and Termination**

Pendleton County Emergency Management agrees to appear before the Three Rivers Health District if an alleged violation of this agreement occurs. Parties will meet to discuss a mutually agreeable resolution of any such violation.

**VIII. Inventory and Transfer**

The Three Rivers Health District shall maintain a current inventory of all equipment and shall provide an annual inventory report covering such equipment to the Pendleton County Emergency Management Agency that is accurate as of December 31<sup>st</sup>

**IX. Entire Agreement**

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind, preceding this shall not be binding, except for the extent incorporated in this agreement.

**X. Modification or Agreement**

Any modification, addendum or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative to each party.

In Witness Whereof, the parties agreed to have set their signatures on this 1<sup>st</sup> day of May, 2009.

Pendleton County Emergency Management

By: \_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

Three Rivers Health District

By: \_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

**In Re: Approve Appointment of Scott Sharp to the Pendleton County Airport Board**

Judge Bertram suggested that Scott Sharp be appointed to the Pendleton County Airport Board. Squire Wells made a motion to approve this appointment, seconded by Squire Veirs, motion carried.

**In Re: Approve Salt Bid with Cargill-Inc., Deicing Technology**

Pendleton County participated in on line bidding for Saf-T-Salt for the upcoming winter season. The bid was awarded to Cargill, Inc. at a price of \$60.90 delivered. Squire Whaley made a motion to accept this bid as presented, seconded by Squire Veirs, motion carried.

**Memorandum**

RECEIVED  
MAY 18 2009  
COUNTY JUDGE'S OFFICE

To: Mr. Scott Martin – Purchaser  
Kentucky Associations of Counties

From: Mr. Paul Villela – Auction Manager  
Orbis Online, Inc.

Date: May 8, 2009

Re: Post Auction Report – KACO ROAD SALT – GROUP 6 (Auction #407211)

1. Event: A Real-time Reverse auction was conducted for KACO Salt for the Kentucky Associations of Counties beginning on May 8, 2009 at 2:00 pm EDT. The Real-time Reverse auction event officially closed at 3:15 pm EDT after 9 extensions. The online reverse auction was conducted online, utilizing the Real-time Reverse Auction platform created and developed by Orbis Online.

LotID	Lot Title	Bidder	Best bid	Total bid
10	PENDLETON COUNTY	Cargill Inc-Deicing Technology	60.90	16,270.00

2. Participants:

Suppliers:

Company Name	Contact Person (first, last)	Phone	Phone Ext	Email	Total bids
Cargill Inc-Deicing Technology	Mrs. Deseree Caver	800-600-7268	-	deseree_caver@cargill.com	47
Central Salt, LLC	Ms. Jude Parazo	847-508-8130	-	centralsalt@centralsalt.net	35
MORTON SALT	Mr. DON KRASNY	3126072384	-	DKRASNY@MORTONSALT.COM	0
North American Salt Co	Mr. Linda Winter	913-344-9380	-	winter@compassminerals.com	11
The Detroit Salt Co	Ms. Martha Geyer	3138415144	104	mgeyer@detroit salt.com	0

3. Bid History

Lot ID	Bidder	Bid Amount	Bid Time
10	Cargill Inc-Deicing Technology	60.00	08/May/09 14:54:29
10	Central Salt, LLC	61.60	08/May/09 14:53:38
10	Cargill Inc-Deicing Technology	62.60	08/May/09 14:42:55
10	Central Salt, LLC	64.70	08/May/09 14:42:33
10	Cargill Inc-Deicing Technology	64.75	08/May/09 14:39:12
10	Central Salt, LLC	66.50	08/May/09 14:40:06
10	Central Salt, LLC	66.75	08/May/09 14:38:43
10	Cargill Inc-Deicing Technology	66.85	08/May/09 14:33:59
10	Central Salt, LLC	66.85	08/May/09 14:32:44
10	Cargill Inc-Deicing Technology	66.90	08/May/09 14:30:33
10	Central Salt, LLC	67.45	08/May/09 14:28:30
10	Cargill Inc-Deicing Technology	67.60	08/May/09 14:25:56
10	Central Salt, LLC	67.90	08/May/09 14:24:48
10	Cargill Inc-Deicing Technology	68.00	08/May/09 14:23:35
10	Central Salt, LLC	68.22	08/May/09 14:22:12
10	Cargill Inc-Deicing Technology	68.28	08/May/09 14:07:52
10	North American Salt Co	69.28	08/May/09 14:02:38

**In Re: Possible Appointments to the Pendleton County Ambulance District Board**

Judge Bertram informed the court that all appointments to the Ambulance District Board will need to be approved at the regular fiscal court meeting on June 9<sup>th</sup>, 2009. This was informational only, no action taken.

**In Re: Possible Appointments to the 2010 Census Committee.**

The following appointments were made to the 2010 Census committee, Gary Figgins and Mike Flynn. Two additional appointments will be made at a later date. Squire Veirs made a motion to approve these appointments, seconded by Squire Whaley., motion carried.

**In Re: Budget Account Transfers**

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells mad a motion, seconded by Squire Fogle that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT  
TUESDAY MAY 26, 2009  
7:00 PM**

**COURT ORDER TRANSFERS**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-105	Administrative Assistant	\$ 500.00
01-5001-445	Co. Judge/Exc. - Office Supplies	\$ 500.00
01-5010-445	Co. Clerk Office Supplies	\$ 200.00
01-5040-102	County Treasurer	\$ 251.00
01-5085-578	Utilities Radio Tower Bldg.	\$ 50.00
01-5205-102	Animal Control Officer-Salary	\$1,500.00
01-5205-578	Dog Kennel Utilities	\$ 350.00
01-5210-107	Solid Waste Coordinator	\$ 150.00
01-5210-573	Solid Waste Coordinator Phone	\$ 20.00
01-5405-578	Recreation Program Utilities	\$ 350.00
01-9100-539	Legal Notices	\$1,200.00
01-9400-201	Social Security Co. Match	\$1,000.00

**Road Fund**

Transfer from (02-6105-742) Building and Construction to the following accounts:

02-6105-447	Road Materials	\$4,000.00
02-9400-201	Social Security Co. Match	\$1,700.00
02-9400-203	Employee Health Insurance	\$5,191.35

**Jail Fund**

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-101	Jailers Salary	\$1,200.00
03-5101-123	Jail Personnel	\$ 400.00
03-9400-203	Employees Health Insurance	\$1,700.00

**LGEA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-107	DES Directory Salary	\$ 105.00
04-5135-445	Office Supplies	\$ 120.00

Transfer from (04-7700-602) Principal on Lease (Waterline) to the following accounts:

04-7700-606	Interest on Lease	\$2,564.00
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**Ambulance Fund**

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-550	Medical Supplies	\$ 400.00
09-5140-578	Utilities	\$ 250.00

**911-Fund**

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-159	Dispatchers/Radio Operators	\$10,000.00
75-5145-399	Misc. Contractual Services	\$ 120.00
75-5145-573	Telephone - 911	\$ 135.00

\_\_\_\_\_  
Henry W. Bertram, Judge/Executive

\_\_\_\_\_  
Fiscal Court Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**In Re: Payment of Claims**

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Veirs, seconded by Squire Whaley that the following claims be allowed and ordered paid out of the following funds, motion carried.

**Pendleton County Fiscal Court**  
***Voucher Claims Register***

*General Fund*  
*From: 05/26/2009 To: 05/26/2009*

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5142	Vendor	MODERN LEA	MODERN LEASING	Voucher Date	05/26/2009
11-0126	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739543557	019262	COPIER LEASE	465.61
		Printed On Check 011491			Voucher Totals	465.61
Voucher No.	11-5143	Vendor	COATTORNEY	JEFFERY DEAN	Voucher Date	05/26/2009
11-0126	01-5005-165-	CO ATTORNEY SECRETARY		019264	CO. ATTORNEY SECRETARY 3RD QTR '09	2,138.21
11-0126	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		019264	CO. ATTORNEY OFFICE SUPPLIES 3RD QTR '09	2,600.49
		Printed On Check 011492			Voucher Totals	4,738.70
Voucher No.	11-5144	Vendor	BOBFOGLE	BOBBY FOGLE	Voucher Date	05/26/2009
11-0126	01-5025-569-	REGISTRATION/CONFERENCES		019267	TRAINING REIMBURSEMENT 104 MILES @ .38 A MILE	39.52
		Printed On Check 011493			Voucher Totals	39.52
Voucher No.	11-5145	Vendor	KCJEA	KCJEA/KMCA	Voucher Date	05/26/2009
11-0126	01-5025-569-	REGISTRATION/CONFERENCES	3000&2998	019249	KCJEA/KMCA JOINT SUMMER CONVENTION-MAGISTRATES	750.00
		Printed On Check 011494			Voucher Totals	750.00
Voucher No.	11-5146	Vendor	STRAUSS	STRAUSS & TROY	Voucher Date	05/26/2009
11-0126	01-5070-399-	PLANNING - COMPREHENSIVE	6896104	019245	SERVICES RENDERED THROUGH 4-30-09	1,400.00
		Printed On Check 011495			Voucher Totals	1,400.00
Voucher No.	11-5147	Vendor	LEMMONS	LEMMONS JEWELRY	Voucher Date	05/26/2009
11-0126	01-5070-399-	PLANNING - COMPREHENSIVE		019263	PLAQUE FOR B. AMMERMAN	115.00
		Printed On Check 011496			Voucher Totals	115.00
Voucher No.	11-5148	Vendor	BRIANTHOMP	BRIAN THOMPSON	Voucher Date	05/26/2009
11-0126	01-5070-574-	P&Z TRAINING		019232	REIMBURSEMENT FOR TRAINING EXPENSES	88.14
		Printed On Check 011497			Voucher Totals	88.14
Voucher No.	11-5149	Vendor	COOPER	COOPER WHOLESALE, INC.	Voucher Date	05/26/2009
11-0126	01-5080-411-	CUSTODIAL SUPPLIES	92330	019248	CUSTODIAL SUPPLIES	118.20
		Printed On Check 011498			Voucher Totals	118.20
Voucher No.	11-5150	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.	Voucher Date	05/26/2009
11-0126	01-5210-592-	MAINTENANCE & REPAIR -TRUCK SOLID WAST 16968		019244	REPAIRS ON SOLID WASTE VEHICLE	193.00
		Printed On Check 011499			Voucher Totals	193.00
Voucher No.	11-5151	Vendor	GENEKEARNS	GENE KEARNS	Voucher Date	05/26/2009
11-0126	01-5420-507-	TOURISM CONTRIBUTIONS		019255	TRAVEL TO TOURISM MTG. FRANKFORT 5-12-09	46.36
		Printed On Check 011500			Voucher Totals	46.36
Voucher No.	11-5152	Vendor	FAL OUTLOO	THE PALMOUTH OUTLOOK	Voucher Date	05/26/2009
11-0126	01-9100-539-	LEGAL NOTICES		019231	LEGAL ADS	1,646.47
		Printed On Check 011501			Voucher Totals	1,646.47

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**Pendleton County Fiscal Court**  
***Voucher Claims Register***

*General Fund*  
*From: 05/26/2009 To: 05/26/2009*

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5171	Vendor	DONNA ROSE	DONNA ROSE COMPANY	Voucher Date	05/26/2009
11-0126	01-5010-445-	CO. CLERK OFFICE SUPPLIES	4202	019251	MARRIAGE LICENSE REGISTER	231.00
		Printed On Check 011502			Voucher Totals	231.00
Voucher No.	11-5173	Vendor	ADAM FRANK	ADAM FRANKS	Voucher Date	05/26/2009
11-0127	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		019278	BOBCAT WORK - REPLACES LOST CHECK #11471	200.00
		Printed On Check 011503			Voucher Totals	200.00
13 Vouchers Printed Totalling						10,932.00

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund  
From: 05/26/2009 To: 05/26/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5153	Vendor HILLTOP	HILLTOP STONE LLC		Voucher Date	05/26/2009
11-0226	02-6105-409-	CRUSHED STONE & GRAVEL	855101,855006	023578	CRUSHED STONE AND GRAVEL	682.52
		Printed On Check 005735			Voucher Totals	682.52
Voucher No.	11-5154	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date	05/26/2009
11-0226	02-6105-447-	ROAD MATERIALS		023583	ROAD MATERIALS	28.55
		Printed On Check 005736			Voucher Totals	28.55
Voucher No.	11-5155	Vendor KENNY'S	KENNY'S COLLISION CENTER		Voucher Date	05/26/2009
11-0226	02-6105-447-	ROAD MATERIALS		023585	ROAD MATERIALS	279.24
		Printed On Check 005737			Voucher Totals	279.24
Voucher No.	11-5158	Vendor NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date	05/26/2009
11-0226	02-6105-447-	ROAD MATERIALS		023593	ROAD MATERIALS	58.00
		Printed On Check 005738			Voucher Totals	58.00
Voucher No.	11-5157	Vendor SWIFTINOUS	SWIFT INDUSTRIAL CLEANING SOLUTIONS, INC		Voucher Date	05/26/2009
11-0226	02-6105-447-	ROAD MATERIALS		023586	PRESSURE WASHER	4,000.00
		Printed On Check 005739			Voucher Totals	4,000.00
5 Vouchers Printed Totalling						5,048.31

Pendleton County Fiscal Court  
Voucher Claims Register

Jail Fund  
From: 05/26/2009 To: 05/26/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5158	Vendor REGINA GEN	REGINA GENTRY		Voucher Date	05/26/2009
11-0326	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031617	FEMALE TRANSPORT - 17.5 HOURS @ 10.00	175.00
		Printed On Check 004888			Voucher Totals	175.00
Voucher No.	11-5159	Vendor KEN KELLS	KEN KELLS		Voucher Date	05/26/2009
11-0326	03-5101-445-	OFFICE SUPPLIES		031619	REIMBURSEMENT	8.59
		Printed On Check 004889			Voucher Totals	8.59
Voucher No.	11-5160	Vendor BURLPHARMA	BURLINGTON PHARMACY		Voucher Date	05/26/2009
11-0326	03-5101-549-	ROUTINE MEDICAL		031618	MEDICATION FOR INMATE G. CUTTRIDGE	180.56
		Printed On Check 004890			Voucher Totals	180.56
Voucher No.	11-5161	Vendor BURLPHARMA	BURLINGTON PHARMACY		Voucher Date	05/26/2009
11-0326	03-5101-549-	ROUTINE MEDICAL		031620	MEDS FOR INMATES PERKIN, POWELL, NOBLE, TAYLOR	198.30
		Printed On Check 004891			Voucher Totals	198.30
4 Vouchers Printed Totalling						562.45

# Pendleton County Fiscal Court

## Voucher Claims Register

L.G.E.A. Fund

From: 05/26/2009 To: 05/26/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 11-5162	Vendor	MODERN LEA	MODERN LEASING			
11-0426	04-5135-445-	OFFICE SUPPLIES	6736543558	042046	1/2 COPIER LEASE EOC	139.25
		Printed On Check 001170				139.25
Voucher No. 11-5163	Vendor	PTS	PROFESSIONAL TELECOMMUNICATIONS SERVICE			
11-0426	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		042041	ACTIVATE PHONE JACKS	334.00
		Printed On Check 001171				334.00
Voucher No. 11-5164	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION			
11-0426	04-5405-107-	RECREATION - SUPER/DIRECTOR		042047	1/2 MAY SALARY RECREATION DIRECTOR	1,803.82
		Printed On Check 001172				1,803.82
Voucher No. 11-5165	Vendor	WATERLINE	THE FIFTH THIRD BANK			
11-0426	04-7700-602-	PRINCIPAL ON LEASE (WATERLINE)	0910314500	042044	PRINCIPAL ON WATERLINE	68,601.13
11-0426	04-7700-606-	INTEREST ON LEASE		042044	INTEREST ON WATERLINE	14,081.63
		Printed On Check 001173				80,682.76
4 Vouchers Printed Totalling						82,959.83

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# Pendleton County Fiscal Court

## Voucher Claims Register

Ambulance Fund

From: 05/26/2009 To: 05/26/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 11-5166	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC			
11-0926	09-5140-303-	AMBULANCE SERVICE		092506	JUNE AMBULANCE SERVICE	52,078.63
		Printed On Check 001181				52,078.63
Voucher No. 11-5167	Vendor	TRI-STATEH	TRI-STATE HEALTH SERVICE			
11-0926	09-5140-330-	LAUNDRY SERVICE	043009-711	092500	LANUDRY PROCESSING COST	148.00
		Printed On Check 001182				148.00
Voucher No. 11-5168	Vendor	LICKING	LICKING VALLEY OIL COMPANY			
11-0926	09-5140-455-	GAS, OIL, ETC		092503	APRIL FUEL	21.47
		Printed On Check 001183				21.47
Voucher No. 11-5169	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			
11-0926	09-5140-550-	MEDICAL SUPPLIES	1342128,2097870	092504	CYLINDER RENTAL & COMPRESSED OXYGEN	449.93
		Printed On Check 001184				449.93
Voucher No. 11-5172	Vendor	P. HART	PHILLIP HART			
11-0126	09-5140-445-	OFFICE SUPPLIES		092511	DVD RECORDER AMBULANCE QRTS	167.48
		Printed On Check 001185				167.48
5 Vouchers Printed Totalling						52,885.51

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 05/26/2009 To: 05/26/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	11-5170	Vendor	MODERN LEA	MODERN LEASING	Voucher Date	05/26/2009
11-7526	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	6739543556	751153	1/2 COPIER LEASE DISPATCH	139.25
		Printed On Check 001893				139.25
					Voucher Totals	139.25
					1 Vouchers Printed Totalling	139.25

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**In Re: Closing Remarks**

Judge Bertram announced to the court that he will be seeking re-election in the 2010 primary, he said he appreciates the magistrates and all of their dedication and hard work, he would sincerely like to see all of them seek re-election.

Squire Fogle stated that he will be seeking re-election.

Squire Veirs stated that he will be seeking re-election.

Squire Whaley stated that he will be seeking re-election. He also stated that both the Falmouth and Butler city councils will need information as to when the appointments are to be made for the Ambulance taxing district.

Squire Wells stated that he will be seeking re-election.

**In Re: Adjournment**

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on June 9<sup>th</sup>, 2009, subject to any called meetings, motion carried.

\_\_\_\_\_  
Henry W. Bertram

ATTEST:

\_\_\_\_\_  
Pendleton County Fiscal Court Clerk